

On September 25, 1918, the said Lyriotakis Brothers, claimant, having consented to a decree, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product should be released to said claimant upon the payment of the costs of the proceedings and the execution of a bond in the sum of \$500, in conformity with section 10 of the act.

C. F. MARVIN, *Acting Secretary of Agriculture.*

6818. Adulteration and misbranding of evaporated milk. U. S. * * * v. 50 Cases * * * of Alleged Evaporated Milk. Consent decree of condemnation and forfeiture. Product ordered released on bond. (F. & D. No. 9294. I. S. Nos. 6125-6126-r. S. No. C-964.)

On September 10, 1918, the United States attorney for the Eastern District of Oklahoma, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel for the seizure and condemnation of 50 cases of alleged evaporated milk, remaining unsold in the original unbroken packages at Muskogee, Okla., alleging that the article had been shipped on August 20, 1918, by the Aviston Flour Co., New Orleans, La., and transported from the State of Louisiana into the State of Oklahoma, and charging adulteration and misbranding in violation of the Food and Drugs Act. The article was labeled in part, "Our Best Brand Evaporated Milk * * * Aviston Condensed Milk Co., Aviston, Illinois, * * *."

Adulteration of the article was alleged in substance in the libel for the reason that partially evaporated milk had been substituted for evaporated milk.

Misbranding of the article was alleged for the reason that it was an imitation of, and was offered for sale under the distinctive name of, another article, and that the statement, to wit, "Evaporated Milk," was false and misleading, and deceived and misled the purchaser into the belief that it was evaporated milk and not a substitution for the same.

On November 2, 1918, the Aviston Condensed Milk Co., a corporation, Aviston, Ill., claimant, having filed a claim for the release of the product, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product should be delivered to said claimant upon the payment of the costs of the proceedings and the execution of a bond in the sum of \$250, in conformity with section 10 of the act.

C. F. MARVIN, *Acting Secretary of Agriculture.*

6819. Adulteration and misbranding of olive oil. U. S. * * * v. Anthony J. Musco. Plea of guilty. Fine, \$160. (F. & D. No. 9297. I. S. Nos. 1352-1353-p, 3868-p.)

On December 24, 1918, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Anthony J. Musco, New York, N. Y., alleging shipment by said defendant, in violation of the Food and Drugs Act, as amended, on November 28, 1917 (two shipments), from the State of New York into the State of Massachusetts, and on July 7, 1917, into the State of Rhode Island, of quantities of alleged olive oil, which was adulterated and misbranded. One of the Massachusetts shipments was labeled in part, "Finest Quality Olive Oil Extra Pure." The other Massachusetts shipment and the Rhode Island shipment were labeled in part, "Olio Puro D'Oлива * * * Lucca, Italy * * *."

Analyses of samples of the article by the Bureau of Chemistry of this department showed it to consist almost entirely of cottonseed oil and to be short volume.

Adulteration of the article in each shipment was alleged in the information for the reason that a substance, to wit, cottonseed oil, had been mixed and packed therewith, so as to lower and reduce and injuriously affect its quality and strength, and had been substituted in part for olive oil, which the article purported to be.

Misbranding of the article in one of the shipments on November 28, 1917, was alleged for the reason that the statements, to wit, "Finest Quality Olive Oil Extra Pure," of Termini Imerese Italy, "Sicilia—Italia," "1 Gallon Net," "Guaranteed Absolutely Pure," borne on the cans containing the article, regarding it and the ingredients and substances contained therein, were false and misleading in that they represented that the article was pure olive oil, that it was a foreign product, to wit, an olive oil produced at Sicily, in the kingdom of Italy, and that it contained one gallon net of the article, whereas, in truth and in fact, it was not pure olive oil and was not a foreign product, to wit, an olive oil produced at Sicily, in the kingdom of Italy, and did not contain one gallon net of the article, but was a mixture composed in part of cottonseed oil and was a domestic product, to wit, a product manufactured in the United States of America, and contained less than one gallon net of the article.

Misbranding of the article in the other shipment on November 28, 1917, and in the shipment on July 7, 1917, was alleged for the reason that the statements, to wit, "Olio Puro D'Oлива * * * Lucca Italy," "Olio Puro D'Oлива Garantito Produzione Propria," and "Net Contents Full Gallon," on the first shipment, and "Net Contents Quarter Gallon," on the second shipment, borne on the cans containing the article, regarding it and the ingredients and substances contained therein, were false and misleading, in that they represented that the article was pure olive oil, that it was a foreign product, to wit, olive oil produced at Lucca, in the kingdom of Italy, and that the said cans contained one full gallon net or one full quarter gallon net of the article, as the case may be, whereas, in truth and in fact, it was not pure olive oil and was not a foreign product, to wit, an olive oil produced at Lucca, in the kingdom of Italy, and said cans did not contain one full gallon net or one full quarter gallon net of the article, as the case may be, but was a mixture composed in part of cottonseed oil and was a domestic product, to wit, a product manufactured in the United States of America and contained less than one full gallon net of the article or one full quarter gallon net of the article, as the case may be.

On February 25, 1919, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$160.

C. F. MARVIN, *Acting Secretary of Agriculture.*

6820. Adulteration and misbranding of olive oil. U. S. * * * v. 120 Gallons and 96 Half Gallons of Olive Oil. Default decree of condemnation, forfeiture, and sale. (F. & D. No. 9324. I. S. Nos. 18429-18430-r. S. No. E-1116.)

On November 8, 1918, the United States attorney for the Southern District of Florida, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel for the seizure and condemnation of 120 gallons and 96 half gallons of olive oil, consigned by M. Campolieti, New York, N. Y., remaining unsold in the original unbroken packages at Tampa, Fla., alleging that the article had been shipped on or about June 15, 1918, and transported from the State of New York into the State of Florida, and charging adulteration and misbranding in violation of the Food and Drugs Act, as amended. The article was labeled in part, "First Pressing Cream Olive Oil Vergine * * * made from the finest selected olives grown on the Italian Riviera."